

1 BILAL A. ESSAYLI
2 United States Attorney
3 CHRISTINA T. SHAY
4 Assistant United States Attorney
5 Chief, Criminal Division
6 LAUREN E. BORDER (Cal. Bar No. 327770)
7 Assistant United States Attorney
General Crimes Section
1200 United States Courthouse
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-8231
E-mail: Lauren.Border@usdoj.gov

8 Attorneys for Plaintiff
UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

No. 5:25-cr-00152-JGB

12 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
VICTOR NAVARRO COTA

13 v.

14 VICTOR NAVARRO COTA,

15 Defendant.

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18 1. This constitutes the plea agreement between Victor NAVARRO
19 COTA ("defendant") and the United States Attorney's Office for the
20 Central District of California (the "USAO") in the above-captioned
21 case. This agreement is limited to the USAO and cannot bind any
22 other federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to count one of the
28 indictment in United States v. NAVARRO COTA, No. 5:25-cr-00152-JGB,

which charges defendant with Possession of Goods Stolen from an Interstate Shipment in violation of 18 U.S.C. § 659.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, Possession of Goods Stolen from an Interstate Shipment in violation of 18 U.S.C. § 659, the following must be true: (1) property described in the indictment was stolen from a shipment in interstate commerce; (2) defendant knowingly possessed the stolen property; (3) defendant knew that the property was stolen; and (4) the property had a value of \$1,000 or more.

5. Defendant understands that for defendant to be subject to the statutory maximum sentence set forth below, the government must prove beyond a reasonable doubt that defendant possessed stolen property at least \$1,000 in value, as alleged in count one of the indictment. Defendant admits that defendant, in fact, possessed stolen property at least \$1,000 in value, as alleged in count one of the indictment.

PENALTIES

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 659, is: 10 years' imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice the gross gain or

1 gross loss resulting from the offense, whichever is greatest; and a
2 mandatory special assessment of \$100.

3 7. Defendant understands that supervised release is a period
4 of time following imprisonment during which defendant will be subject
5 to various restrictions and requirements. Defendant understands that
6 if defendant violates one or more of the conditions of any supervised
7 release imposed, defendant may be returned to prison for all or part
8 of the term of supervised release authorized by statute for the
9 offense that resulted in the term of supervised release, which could
10 result in defendant serving a total term of imprisonment greater than
11 the statutory maximum stated above.

12 8. Defendant understands that, by pleading guilty, defendant
13 may be giving up valuable government benefits and valuable civic
14 rights, such as the right to vote, the right to possess a firearm,
15 the right to hold office, and the right to serve on a jury. Defendant
16 understands that he is pleading guilty to a felony and that it is a
17 federal crime for a convicted felon to possess a firearm or
18 ammunition. Defendant understands that the conviction in this case
19 may also subject defendant to various other collateral consequences,
20 including but not limited to revocation of probation, parole, or
21 supervised release in another case and suspension or revocation of a
22 professional license. Defendant understands that unanticipated
23 collateral consequences will not serve as grounds to withdraw
24 defendant's guilty plea.

25 9. Defendant and his counsel have discussed the fact that, and
26 defendant understands that, if defendant is not a United States
27 citizen, the conviction in this case makes it practically inevitable
28 and a virtual certainty that defendant will be removed or deported

1 from the United States. Defendant may also be denied United States
2 citizenship and admission to the United States in the future.
3 Defendant understands that while there may be arguments that
4 defendant can raise in immigration proceedings to avoid or delay
5 removal, removal is presumptively mandatory and a virtual certainty
6 in this case. Defendant further understands that removal and
7 immigration consequences are the subject of a separate proceeding and
8 that no one, including his attorney or the Court, can predict to an
9 absolute certainty the effect of his conviction on his immigration
10 status. Defendant nevertheless affirms that he wants to plead guilty
11 regardless of any immigration consequences that his plea may entail,
12 even if the consequence is automatic removal from the United States.

13 FACTUAL BASIS

14 10. Defendant admits that defendant is, in fact, guilty of the
15 offense to which defendant is agreeing to plead guilty. Defendant
16 and the USAO agree to the statement of facts provided below and agree
17 that this statement of facts is sufficient to support a plea of
18 guilty to the charge described in this agreement and to establish the
19 Sentencing Guidelines factors set forth in paragraph 12 below but is
20 not meant to be a complete recitation of all facts relevant to the
21 underlying criminal conduct or all facts known to either party that
22 relate to that conduct.

23 Defendant is a native and citizen of Mexico. On or about
24 February 16, 2024, defendant was removed from the United States.
25 Defendant thereafter re-entered the United States and, on or about
26 March 13, 2025, defendant was found in the United States, in San
27 Bernardino County, without the permission of the Attorney General or
28 the Secretary of Homeland Security.

1 On or about March 13, 2025, in San Bernardino County, within the
2 Central District of California, defendant knowingly possessed goods,
3 which had a value in excess of \$1,000, and which had been embezzled
4 and stolen from a shipment in interstate commerce. Specifically,
5 defendant knowingly possessed approximately 478 pairs of limited-
6 edition Nike Jordan 6 Rings shoes, worth approximately \$64,530, which
7 had been stolen from a Burlington Northern Santa Fe Railway train
8 while en route in interstate commerce between California and Texas.
9 At all relevant times, defendant knew the 478 pairs of shoes were
10 stolen from train heists.

SENTENCING FACTORS

12 11. Defendant understands that in determining defendant's
13 sentence the Court is required to calculate the applicable Sentencing
14 Guidelines range and to consider that range, possible departures
15 under the Sentencing Guidelines, and the other sentencing factors set
16 forth in 18 U.S.C. § 3553(a). Defendant understands that the
17 Sentencing Guidelines are advisory only, that defendant cannot have
18 any expectation of receiving a sentence within the calculated
19 Sentencing Guidelines range, and that after considering the
20 Sentencing Guidelines and the other § 3553(a) factors, the Court will
21 be free to exercise its discretion to impose any sentence it finds
22 appropriate up to the maximum set by statute for the crime of
23 conviction.

24 12. Defendant and the USAO agree to the following applicable
25 Sentencing Guidelines factors:

26 Base Offense Level: 6 U.S.S.G. § 2B1.1(a) (2)
27 Greater than \$40,000 in loss +6 U.S.S.G. § 2B1.1(b) (1) (D)

1 Defendant and the USAO reserve the right to argue whether additional
2 specific offense characteristics, adjustments, and departures under
3 the Sentencing Guidelines are appropriate, including, but not limited
4 to, whether the Scheme to Steal Cargo (+2) adjustment applies. See
5 U.S.S.G. § 2B1.1(b) (15) (B) .

6 13. Defendant understands that there is no agreement as to
7 defendant's criminal history or criminal history category.

8 14. Defendant and the USAO reserve the right to argue for a
9 sentence outside the sentencing range established by the Sentencing
10 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1),
11 (a) (2), (a) (3), (a) (6), and (a) (7) .

12 WAIVER OF CONSTITUTIONAL RIGHTS

13 15. Defendant understands that by pleading guilty, defendant
14 gives up the following rights:

15 a. The right to persist in a plea of not guilty.
16 b. The right to a speedy and public trial by jury.
17 c. The right to be represented by counsel -- and if
18 necessary have the Court appoint counsel -- at trial. Defendant
19 understands, however, that, defendant retains the right to be
20 represented by counsel -- and if necessary have the Court appoint
21 counsel -- at every other stage of the proceeding.

22 d. The right to be presumed innocent and to have the
23 burden of proof placed on the government to prove defendant guilty
24 beyond a reasonable doubt.

25 e. The right to confront and cross-examine witnesses
26 against defendant.

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1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,
8 Fourth Amendment or Fifth Amendment claims, and other pretrial
9 motions that have been filed or could be filed.

10 WAIVER OF APPEAL OF CONVICTION AND COLLATERAL ATTACK

11 16. Defendant understands that, with the exception of an appeal
12 based on a claim that defendant's guilty plea was involuntary, by
13 pleading guilty defendant is waiving and giving up any right to
14 appeal defendant's conviction on the offense to which defendant is
15 pleading guilty. Defendant understands that this waiver includes,
16 but is not limited to, arguments that the statute to which defendant
17 is pleading guilty is unconstitutional, and any and all claims that
18 the statement of facts provided herein is insufficient to support
19 defendant's plea of guilty.

20 17. Defendant also gives up any right to bring a post-
21 conviction collateral attack on the conviction or sentence, except a
22 post-conviction collateral attack based on a claim of ineffective
23 assistance of counsel, a claim of newly discovered evidence, or an
24 explicitly retroactive change in the applicable Sentencing
25 Guidelines, sentencing statutes, or statutes of conviction.
26 Defendant understands that this waiver includes, but is not limited
27 to, arguments that the statute to which defendant is pleading guilty
28 is unconstitutional, and any and all claims that the statement of

1 facts provided herein is insufficient to support defendant's plea of
2 guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 18. Defendant agrees that, provided the Court imposes a term of
5 imprisonment within or below the range corresponding to an offense
6 level of 12 and the criminal history category calculated by the
7 Court, defendant gives up the right to appeal all of the following:
8 (a) the procedures and calculations used to determine and impose any
9 portion of the sentence; (b) the term of imprisonment imposed by the
10 Court; (c) the fine imposed by the Court, provided it is within the
11 statutory maximum; (d) to the extent permitted by law, the
12 constitutionality or legality of defendant's sentence, provided it is
13 within the statutory maximum; (e) the term of probation or supervised
14 release imposed by the Court, provided it is within the statutory
15 maximum; and (f) any of the following conditions of probation or
16 supervised release imposed by the Court: the conditions set forth in
17 Second Amended General Order 20-04 of this Court; the drug testing
18 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
19 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

20 19. The USAO agrees that, provided (a) all portions of the
21 sentence are at or below the statutory maximum specified above and
22 (b) the Court imposes a term of imprisonment within or above the
23 range corresponding to an offense level of 12 and the criminal
24 history category calculated by the Court, the USAO gives up its right
25 to appeal any portion of the sentence.

26 RESULT OF WITHDRAWAL OF GUILTY PLEA

27 20. Defendant agrees that if, after entering a guilty plea
28 pursuant to this agreement, defendant seeks to withdraw and succeeds

1 in withdrawing defendant's guilty plea on any basis other than a
2 claim and finding that entry into this plea agreement was
3 involuntary, then (a) the USAO will be relieved of all of its
4 obligations under this agreement; and (b) should the USAO choose to
5 pursue any charge or any allegation of a prior conviction for a
6 serious felony that was either dismissed or not filed as a result of
7 this agreement, then (i) any applicable statute of limitations will
8 be tolled between the date of defendant's signing of this agreement
9 and the filing commencing any such action; and (ii) defendant waives
10 and gives up all defenses based on the statute of limitations, any
11 claim of pre-indictment delay, or any speedy trial claim with respect
12 to any such action, except to the extent that such defenses existed
13 as of the date of defendant's signing this agreement.

14 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

15 21. Defendant agrees that if the count of conviction is
16 vacated, reversed, or set aside, both the USAO and defendant will be
17 released from all their obligations under this agreement.

18 EFFECTIVE DATE OF AGREEMENT

19 22. This agreement is effective upon signature and execution of
20 all required certifications by defendant, defendant's counsel, and an
21 Assistant United States Attorney.

22 BREACH OF AGREEMENT

23 23. Defendant agrees that if defendant, at any time after the
24 signature of this agreement and execution of all required
25 certifications by defendant, defendant's counsel, and an Assistant
26 United States Attorney, knowingly violates or fails to perform any of
27 defendant's obligations under this agreement ("a breach"), the USAO
28 may declare this agreement breached. All of defendant's obligations

1 are material, a single breach of this agreement is sufficient for the
2 USAO to declare a breach, and defendant shall not be deemed to have
3 cured a breach without the express agreement of the USAO in writing.
4 If the USAO declares this agreement breached, and the Court finds
5 such a breach to have occurred, then: (a) if defendant has previously
6 entered a guilty plea pursuant to this agreement, defendant will not
7 be able to withdraw the guilty plea, and (b) the USAO will be
8 relieved of all its obligations under this agreement.

9 24. Following the Court's finding of a knowing breach of this
10 agreement by defendant, should the USAO choose to pursue any charge
11 that was either dismissed or not filed as a result of this agreement,
12 then:

13 a. Defendant agrees that any applicable statute of
14 limitations is tolled between the date of defendant's signing of this
15 agreement and the filing commencing any such action.

16 b. Defendant waives and gives up all defenses based on
17 the statute of limitations, any claim of pre-indictment delay, or any
18 speedy trial claim with respect to any such action, except to the
19 extent that such defenses existed as of the date of defendant's
20 signing this agreement.

21 c. Defendant agrees that: (i) any statements made by
22 defendant, under oath, at the guilty plea hearing (if such a hearing
23 occurred prior to the breach); (ii) the agreed to factual basis
24 statement in this agreement; and (iii) any evidence derived from such
25 statements, shall be admissible against defendant in any such action
against defendant, and defendant waives and gives up any claim under
the United States Constitution, any statute, Rule 410 of the Federal
Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal

1 Procedure, or any other federal rule, that the statements or any
2 evidence derived from the statements should be suppressed or are
3 inadmissible.

4 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

5 OFFICE NOT PARTIES

6 25. Defendant understands that the Court and the United States
7 Probation and Pretrial Services Office are not parties to this
8 agreement and need not accept any of the USAO's sentencing
9 recommendations or the parties' agreements to facts or sentencing
10 factors.

11 26. Defendant understands that both defendant and the USAO are
12 free to: (a) supplement the facts by supplying relevant information
13 to the United States Probation and Pretrial Services Office and the
14 Court, (b) correct any and all factual misstatements relating to the
15 Court's Sentencing Guidelines calculations and determination of
16 sentence, and (c) argue on appeal and collateral review that the
17 Court's Sentencing Guidelines calculations and the sentence it
18 chooses to impose are not error, although each party agrees to
19 maintain its view that the calculations in paragraph 12 are
20 consistent with the facts of this case. While this paragraph permits
21 both the USAO and defendant to submit full and complete factual
22 information to the United States Probation and Pretrial Services
23 Office and the Court, even if that factual information may be viewed
24 as inconsistent with the facts agreed to in this agreement, this
25 paragraph does not affect defendant's and the USAO's obligations not
26 to contest the facts agreed to in this agreement.

27 27. Defendant understands that even if the Court ignores any
28 sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed to, and/or imposes any sentence up to the
2 maximum established by statute, defendant cannot, for that reason,
3 withdraw defendant's guilty plea, and defendant will remain bound to
4 fulfill all defendant's obligations under this agreement. Defendant
5 understands that no one -- not the prosecutor, defendant's attorney,
6 or the Court -- can make a binding prediction or promise regarding
7 the sentence defendant will receive, except that it will be within
8 the statutory maximum.

NO ADDITIONAL AGREEMENTS

10 28. Defendant understands that, except as set forth herein,
11 there are no promises, understandings, or agreements between the USAO
12 and defendant or defendant's attorney, and that no additional
13 promise, understanding, or agreement may be entered into unless in a
14 writing signed by all parties or on the record in court.

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1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2 29. The parties agree that this agreement will be considered
3 part of the record of defendant's guilty plea hearing as if the
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

8 BILAL A. ESSAYLI
United States Attorney

9 /s/ Lauren E. Border

10 LAUREN E. BORDER
11 Assistant United States Attorney

12 x Navarro
13 VICTOR NAVARRO COTA
Defendant

14 Chad Pennington
15 CHAD J. PENNINGTON
Attorney for Defendant Navarro Cota

June 1, 2025

Date

May 22, 2025

Date

May 22, 2025

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. This agreement has been read to me in Spanish, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

~~Navarro~~
VICTOR NAVARRO COTA
Defendant

May 22, 2025
Date

CERTIFICATION OF INTERPRETER

I, Ma. Dolores Martínez, am fluent in the written and spoken English and Spanish languages. I accurately translated this entire agreement from English into Spanish to defendant Navarro Cota on this date. 10/21/2011

date. Na. 18712
INTERPRETER

May 22, 2025
Date

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am defendant Navarro Cota's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

CHAD PENNINGTON
Attorney for Defendant Navarro Cota

May 22, 2025

CHAD PENNINGTON
Attorney for Defendant Navarro Cota